

1 NANCY HOFFMEIER ZAMORA (State Bar No. 137326)  
2 U.S. Bank Tower  
3 633 West 5th Street, Suite 2600  
Los Angeles, California 90071  
(213) 488-9411 FAX: (213) 488-9418  
e-mail: zamora3@aol.com

4 Chapter 7 Trustee  
5

6 UNITED STATES BANKRUPTCY COURT  
7 CENTRAL DISTRICT OF CALIFORNIA  
8 SAN FERNANDO VALLEY DIVISION  
9

10 In re ) Case No. 1:14-bk-10982-MT  
11 FAY ABDI SAGATI, )  
12 Debtor. ) Chapter 7  
13 ) APPLICATION BY NANCY  
14 ) HOFFMEIER ZAMORA, CHAPTER  
15 ) 7 TRUSTEE, FOR APPROVAL TO  
16 ) EMPLOY RODEO REALTY, INC.  
17 ) AS REAL ESTATE BROKER;  
18 ) DECLARATION OF  
19 ) DISINTERESTEDNESS  
20 )  
21 ) [No Hearing Required]

22 Nancy Hoffmeier Zamora, Chapter 7 Trustee ("Trustee") for  
the above-captioned bankruptcy estate (the "Estate"), applies to  
the Court for approval to employ Rodeo Realty, Inc. ("Broker") as  
real estate broker and represents as follows:

23 1. On February 26, 2014, Fay Abdi Sagati ("Debtor") filed  
24 a voluntary petition for relief under Chapter 7 of the United  
States Bankruptcy Code commencing the above-captioned bankruptcy  
case assigned case no. 1:14-bk-10982-MT (the "Case").

25 2. Nancy Hoffmeier Zamora is the duly appointed Chapter 7  
26 Trustee for the Estate.

27 3. The assets of the Estate include certain residential  
28 real property, commonly known as 7044 Dume Drive, Malibu,

1 California 90265 (the "Residential Property") and 21641 Pacific  
2 Coast Highway, Malibu, California 90265 (the "Rental Property"),  
3 and certain undeveloped real property identified as Los Angeles  
4 County Assessor's Parcel Number 4452-024-002 and located in  
5 Malibu, California (the "Vacant Land" collectively with the  
6 Residential Property and the Rental Property, the "Real  
7 Property"). Trustee's investigation, with the assistance of  
8 Broker, reveals that the Residential Property has a fair market  
9 value of approximately \$2,499,000.00, the Rental Property has a  
10 fair market value of approximately \$1,499,000.00, and the Vacant  
11 Land has a fair market value of approximately \$249,000.00.

12 4. Trustee requires the assistance of a professional real  
13 estate broker to accomplish the following tasks:

- 14 a. Order, analyze, and prepare all documentation necessary  
15 to list and advertise the Real Property for sale.
- 16 b. List the Real Property with the most propitious listing  
17 services available, inspect the Real Property as  
18 necessary to respond to the inquiries of potential  
19 purchasers, and solicit reasonable offers from  
20 potential purchasers.
- 21 c. Convey all reasonable purchase offers to Trustee and  
22 Trustee's counsel, if any, and, subject to Trustee's  
23 approval, negotiate and confirm the acceptance of the  
24 best offers.
- 25 d. Cause to be prepared and submitted to escrow on behalf  
26 of Trustee any and all documents necessary to  
27 consummate sales of the Real Property.

28 . . . . .

1       5. For the foregoing and all other necessary and proper  
2 purposes, Trustee applies to retain the real estate brokerage  
3 services of Broker.

4       6. Trustee asserts that Broker is well qualified to render  
5 real estate brokerage services because of Broker's extensive  
6 experience and success in marketing and selling residential real  
7 properties, undeveloped land, commercial property, and businesses  
8 in and around Los Angeles County and Ventura County, California.  
9 A true and correct copy of the resume of Broker and the agents  
10 that Broker intends to utilize in marketing and selling the Real  
11 Property, detailing their experience, is attached hereto as  
12 Exhibit B and incorporated herein by reference.

13       7. True and correct copies of the proposed listing  
14 agreements, entitled "Exclusive Authorization and Right to Sell  
15 Agreement" (the "Listing Agreements"), are attached hereto as  
16 Exhibit C and incorporated herein by reference. The Listing  
17 Agreements for the Real Property provides, inter alia, that  
18 Broker is to be paid, at the time of closing, a commission of six  
19 percent (6%) of the gross price from the sale of the Residential  
20 Property and the Rental Property and a commission of ten percent  
21 (10%) of the gross price from the sale of the Vacant Land.

22       8. Broker is an established, active, and reputable real  
23 estate brokerage. Trustee has no connections with Broker nor  
24 with any of Broker's officers and/or agents except as described  
25 below. Trustee is employing Broker to market and sell real  
26 property in other bankruptcy cases, subject to orders of the  
27 Court. Broker intends to utilize two agents in marketing and  
28 selling the Real Property, namely Paul M. Stafford and Behnaz

1 Tavakoli. Ms. Tavakoli was a chapter 7 debtor in a case assigned  
2 case no. SV 98-19900-KL for which Trustee was appointed the  
3 permanent chapter 7 trustee. Trustee administered the case and  
4 an order closing the case was entered on August 22, 2000.  
5 Trustee has no other connection with Ms. Tavakoli.

6 9. To the best of Trustee's knowledge, Broker represents  
7 no other entity in connection with this matter, and has no  
8 connection or financial interest in or with Debtor, the creditors  
9 of the Estate, or any other party in interest and neither  
10 represents nor holds any interest adverse to the interest of the  
11 Estate with respect to the matters on which Broker is to be  
12 employed.

13 10. A declaration by Broker's agent Paul M. Stafford on  
14 behalf of Broker attesting that Broker is a disinterested person  
15 and holds no adverse interests or relationships is attached  
16 hereto as Exhibit A and incorporated herein by reference.

17 11. On April 7, 2014, Trustee caused the Notice of  
18 Application By Nancy Hoffmeier Zamora, Chapter 7 Trustee, For  
19 Approval To Employ Rodeo Realty, Inc. as Real Estate Broker (the  
20 "Notice") to be served on the Office of the United States  
21 Trustee, Debtor, Debtor's counsel, all creditors, and other  
22 interested parties. Trustee will file the Notice with the Court.  
23 A true and correct copy of the Notice is attached hereto as  
24 Exhibit D and incorporated herein by reference.

25 12. When and if Trustee has offers of sale for the Real  
26 Property which Trustee considers fit for submission to the Court  
27 for approval, Trustee will file and serve on all creditors and  
28 other interested parties respective motions for (a) approval of

1 said offers of sale (pursuant to 11 U.S.C. § 363) and (b)  
2 approval of compensation to Broker (pursuant to 11 U.S.C. § 330)  
3 to be paid out of escrow for sale of the respective Real  
4 Property.

5       13. Trustee proposes that Broker be employed effective  
6 retroactively to the date of the Listing Agreement, April 7,  
7 2014, to allow Broker to be compensated for any sale that may  
8 result from Broker's efforts before this Application could be  
9 approved.

10 WHEREFORE, Trustee prays that the Court order and approve  
11 Trustee's employment of Broker as set forth in the proposed order  
12 lodged herewith based on the terms and conditions set forth in  
13 this Application.

14 Dated: April 7, 2014

Nancy Hoffmeyer Zamora  
Nancy Hoffmeyer Zamora  
Chapter 7 Trustee

# **EXHIBIT A**

1                   **BROKER'S DECLARATION OF DISINTERESTEDNESS**

2                   I, Paul M. Stafford, declare as follows:

3                   1. I am a licensed real estate professional employed by  
4 Rodeo Realty, Inc. ("Broker") and authorized by Broker to make  
5 this declaration on behalf of Broker. All facts stated herein  
6 are known by me to be true and I could and would competently  
7 testify thereto in a court of law if called upon to do so. All  
8 capitalized terms used herein have the meanings ascribed to them  
9 in the application to employ real estate broker (the  
10 "Application") to which this declaration is attached unless  
11 otherwise defined herein.

12                  2. Trustee has requested Broker to act as the real estate  
13 broker to secure potential buyers for the Real Property, pursuant  
14 to and under the terms of the Listing Agreements, true and  
15 correct copies of which are attached as Exhibit C to the  
16 Application.

17                  3. Broker has been active in the real estate market in and  
18 around Los Angeles County and Ventura County, California and is  
19 familiar with real property values in the vicinity of the Real  
20 Property. The respective listing prices of \$2,499,000.00 for the  
21 Residential Property, \$1,499,000.00 for the Rental Property, and  
22 \$249,000.00 for the Vacant Land, are not less than the fair  
23 market values of the respective Real Property.

24                  4. Except as provided below, Broker is to be paid a  
25 commission of six percent (6%) of the gross sales price of the  
26 Residential Property and the Rental Property and a commission of  
27 ten percent (10&) of the gross sales price of the Vacant Land as  
28 . . . . .

1 stated in the respective Listing Agreements, after approval by  
2 the Court on proper application.

3       5. Broker understands that the Court may order said  
4 commissions paid by the escrow at the time of closing for the  
5 respective Real Property or at such later time as the Court may  
6 determine. Said commissions are to include all necessary and  
7 reasonable expenses incurred by Broker.

8       6. Broker has no other agreement with the Estate, Debtor,  
9 or Trustee concerning compensation except as disclosed in this  
10 declaration and the Application, including all exhibits thereto.  
11 Broker is not a prepetition creditor of the Estate and has no  
12 claim against the Estate except as may arise out of this  
13 engagement if approved by the Court.

14       7. Broker and its agents, representatives, associates,  
15 salespersons, and other employees are all disinterested persons  
16 as defined in 11 U.S.C. § 101(14); have no connections with  
17 Debtor, creditors of the Estate, or Trustee nor with any of their  
18 respective attorneys or accountants except as disclosed in the  
19 Application to which this declaration is attached; do not hold or  
20 represent any position adverse to the Estate herein; are not  
21 principals in any proposed or prospective sale of the Real  
22 Property; and are not relatives nor employees of the United  
23 States Trustee or a bankruptcy judge.

24       8. Broker has not represented, does not represent, and  
25 does not intend to represent any related debtors in a bankruptcy  
26 case pending in this or any other court.

27       9. Broker is familiar with and agrees to abide by all  
28 applicable provisions of the United States Bankruptcy Code, the

1 Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy  
2 Rules for the Central District of California.

3 Executed on April 7, 2014 at Calabasas, California.

4 I declare under penalty of perjury under the laws of the  
5 United States that the foregoing is true and correct.

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9 Paul M. Stafford  
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# **EXHIBIT B**



# RODEO REALTY

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## SOUTHERN CALIFORNIA REAL ESTATE BY RODEO REALTY

Founded and operated by Syd Leibovitch, who envisioned a dynamic boutique brokerage informed by expertise and driven by local area knowledge. Rodeo Realty was created with a specific purpose in mind: to create a real estate firm with all the resources available to the largest companies combined with the hands-on ability and local area knowledge of the neighborhood REALTOR®. Headquartered in Beverly Hills, Rodeo Realty has emerged as one of the most transcendent forces in luxury residential real estate. Being headquartered in Beverly Hills, has enabled Rodeo Realty to remain "in touch" with the marketplace intricacies of each individual area, neighborhood and street. Rodeo Realty is an exclusive fine estates brokerage, structured to cater to the luxury market, providing buyers and sellers access to the world's finest properties.

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Rodeo Realty stands today as one of the largest independent firms in the nation, yet still maintains the luxury boutique brokerage feeling. Rodeo Realty is committed to excellence, and has earned a highly sought after reputation in the luxury real estate market sector. Their ability to successfully identify and understand the needs of their clients, has established Rodeo Realty as a leading industry authority worldwide in luxury real estate. As

a premier luxury brokerage firm for over twenty five years, Rodeo Realty will continue to redefine real estate service.

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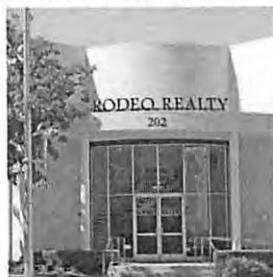
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Because of Rodeo Realty's expansive impact in the Southern California marketplace, we are able to offer the best services and provide the best tools and resources to market your property.

Rodeo Realty has 11 sales offices and a corporate office all strategically located throughout Los Angeles. All of our offices are equipped with the cutting-edge technology and state-of-the-art communications to help market your home. Our experts use leading technology and advertising platforms to effectively market your property. With over 120 full-time employees company-wide, Rodeo Realty is always readily available to provide support for the more than 1,000 agents and brokers in Los Angeles. A specialized team this size of in-house support expert's truly set Rodeo Realty apart from all other residential brokerages.

## RODEO REALTY OFFICE LOCATIONS

### BEVERLY HILLS OFFICE



Manager: John P Gould  
202 N. Canon Dr.  
Beverly Hills, CA 90210  
Phone: (310) 724-7100  
Fax: (310) 724-7131

### BRENTWOOD OFFICE



Manager: Simon Pozirekides  
11940 San Vicente Blvd., #100  
Los Angeles, CA 90049  
Phone: (310) 873-4100  
Fax: (310) 873-4199

### CALABASAS OFFICE



Manager: Paul Stafford  
23901 Calabasas Rd. #1050  
Calabasas, CA 91302  
Phone: (818) 222-7707  
Fax: (818) 222-7872

### CORPORATE OFFICE



9171 Wilshire Boulevard, Suite 321  
Beverly Hills, CA 90210  
Phone: (310) 471-2600  
Fax: (310) 471-3964

### ENCINO OFFICE



Manager: Cary Hoffman  
17501 Ventura Blvd.  
Encino, CA 91316  
Phone: (818) 990-0454  
Fax: (818) 990-0461

### NORTHRIDGE OFFICE



Manager: Teresa Todd  
9338 Reseda Blvd. #102  
Northridge, CA 91324  
Phone: (818) 349-9997  
Fax: (818) 349-0212

### PACIFIC PALISADES

### SHERMAN OAKS OFFICE

### STUDIO CITY OFFICE

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Send



Pacific Palisades, CA 90272  
Phone: (310) 566-4400  
Fax: (310) 566-4499



Manager: Jason Katzman  
15300 Ventura Blvd #101  
Sherman Oaks, CA 91403  
Phone: (818) 986-7300  
Fax: (818) 986-1066



Manager: Wendy Cox  
12345 Ventura Blvd. #A  
Studio City, CA 91604  
Phone: (818) 761-7222  
Fax: (818) 761-7277

#### SUNSET STRIP OFFICE



Manager: Fred Henry  
9200 Sunset Blvd. #200  
West Hollywood, CA 90069  
Phone: (310) 461-0400  
Fax: (310) 461-0381

#### WESTLAKE VILLAGE OFFICE



Manager: Demetra Kalivas  
100 N. Westlake Blvd. #100A  
Westlake Village, CA 91362  
Phone: (805) 494-0449  
Fax: (805) 494-0466

#### WOODLAND HILLS OFFICE



Manager: Michael Weaver  
21031 Ventura Blvd. #100  
Woodland Hills, CA 91364  
Phone: (818) 999-2030  
Fax: (818) 999-0826

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## PAUL STAFFORD OFFICE MANAGER CALABASAS

### REALTOR®— BRANCH MANAGER

#### RODEO REALTY - CALABASAS

Paul Stafford has worked in the California real estate industry in both sales and management for more than twenty years. Before coming to Rodeo Realty he was one of the principals of Bradbury Realtors and most recently was the general manager at a RE/MAX franchise where he was responsible for all transactional oversight as well as the escrow and lending divisions. Additionally, Stafford was in management at the Fred Sands and Jon Douglas Companies as well as Coldwell Banker. Paul Stafford was born in the United Kingdom and graduated from the College of Law at the University of London. He was in practice as a Solicitor with Messrs. Frere Cholmondeley &

Company, Lincoln's Inn Fields London WC2, and Avenue Foch in Paris, France. His vast litigation and work experience included The Beatles vs Alan Klein. This landmark transatlantic case is what brought Paul to the United States. Paul has also worked in television as an Executive Producer and was the Treasurer and Corporate Secretary for The Children's Television Workshop in New York, which was responsible for the creation of " Sesame Street " and "The Electric Company." Paul has contributed to his community in a variety of ways with a diverse and outstanding background that includes serving as director of the New York Urban League. Locally he has led fundraising efforts for The Pediatric Aids Foundation and the St Joseph Hospital cancer centre in Burbank. In 1979 Paul was nominated to President Carter's White House Committee on Children and Youth. He is also an Arbitrator for the California Association of Realtors. Paul enjoys utilizing his extensive experience in assisting agents through each transaction, so they may assure their clients the finest professional representation possible.

cell: (818) 800-0893

direct: (818) 222-7707

fax: (818) 222-7872

pauls@rodeore.com

CalBRE 00888562

Paul's Sold Properties



**Offered at \$5,595,000**  
 Single Family Detached  
 1223 North Coast Highway  
 Laguna Beach, CA 92651  
 3BR/2BA 7,000 sq ft



**Offered at \$5,595,000**  
 Multi-Family  
 1223 North Coast  
 Laguna Beach, CA 92651  
 BR/BA 7,000 sq ft



**Offered at \$1,150,000**  
 Multi-Family  
 7062 Heil Avenue  
 Huntington Beach, CA 92647  
 BR/BA 4,442 sq ft



**Offered at \$269,900**  
 Single Family Detached  
 8058 McNulty Avenue  
 Winnetka, CA 91306  
 3BR/2BA 1,575 sq ft

**Offered at \$224,000**  
 Single Family Detached  
 19828 Saticoy Street  
 Winnetka, CA 91306  
 3BR/2BA 1,329 sq ft

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## BEHNAZ TAVAKOLI

REALTOR®

RODEO REALTY - CALABASAS

Behnaz Tavakoli began her real estate career in 1989. Today, she has proudly built a reputation as one of the most trusted names in the industry, specializing in residential, commercial, and bankruptcy court properties. Behnaz has established a successful working relationship with the most distinguished US Bankruptcy Court Chapter 7 Trustee and is employed as her primary real estate agent, contributing to well over 200 court sales and settlements. In the summer of 2003, Behnaz appeared on the hit reality television program, "House Hunters

International" broadcast on the Home and Garden Television Network. The episode follows Behnaz and her clients through the entire home-buying process from start to finish. Behnaz has earned industry recognition as a consistent member of the 100% Club and has gone on to earn the highly prestigious Platinum Award for Excellent Performance in 2005, 2006 and 2007."

cell: (818) 326-7760

direct: (818) 657-4607

fax: (818) 222-7872

behnaztavakoli@aol.com

CalBRE 01024710, CalBRE 01024710

## Behnaz's Sold Properties



**Offered at \$1,200,000**  
Single Family Detached  
11770 Pacific Coast  
Malibu, CA 90265  
4BR/4BA 1,782 sq ft



**Offered at \$999,000**  
Single Family Detached  
12654 Miranda Street  
Valley Glen, CA 91607  
6BR/9BA 5,219 sq ft



**Offered at \$900,000**  
Single Family Detached  
525 Oak Tree Court  
Simi Valley, CA 93065  
4BR/5BA 4,103 sq ft



**Offered at \$855,000**  
Single Family Detached  
1553 South Monte Viento Street  
Malibu, CA 90265  
4BR/4BA 4,329 sq ft



**Offered at \$625,000**  
Single Family Detached  
5522 Nagle Avenue  
Sherman Oaks, CA 91401  
3BR/2BA 2,030 sq ft



**Offered at \$619,000**  
Single Family Detached  
4729 Lemona Avenue  
Sherman Oaks, CA 91403  
2BR/2BA 1,423 sq ft



**Offered at \$559,000**  
Single Family Detached  
7301 Pomelo Drive  
West Hills, CA 91307  
5BR/3BA 2,472 sq ft

**Offered at \$559,000**  
Single Family Detached  
24331 Crestlawn Street  
Woodland Hills, CA 91367  
5BR/3BA 2,360 sq ft



**Offered at \$555,000**  
Single Family Detached  
4369 Willow Glen Street  
Calabasas, CA 91302  
3BR/3BA 1,594 sq ft

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# **EXHIBIT C**

1                   **EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT**

2                   In consideration of the services of Rodeo Realty, Inc.  
3                   ("Broker"), Chapter 7 Trustee Nancy Hoffmeier Zamora ("Seller")  
4                   for the estate ("Estate") of Fay Abdi Sagati ("Debtor") in Case  
5                   No. 1:14-bk-10982-MT hereby hires Broker as Seller's sole and  
6                   exclusive agent, and hereby grants Broker the exclusive and  
7                   irrevocable right to sell the subject property described below  
8                   ("Residential Property"), upon the following terms and  
9                   conditions, for the period commencing April 7, 2014 and  
10                  terminating at 5:00 p.m. on October 7, 2014.

7 PROPERTY

8                   ADDRESS: 7044 Dume Drive, Malibu, California 90265

9                   COUNTY: Los Angeles

10                  STATE: California

11                  LIST         Two Million Four Hundred Ninety-Nine Thousand and  
12                  PRICE:      No/100 Dollars (\$2,499,000.00)

13                  TERMS:      Cash, subject to approval by the United States  
14                           Bankruptcy Court ("Bankruptcy Court"), notice, hearing  
15                           and overbid

16                   **TERMS AND CONDITIONS**

- 17                  1. **AS IS CONDITION:** The Residential Property is to be sold in  
18                   an "AS IS" condition without representations or warranties  
19                   of any kind.
- 20                  2. **COMMISSION:** Seller agrees to compensate Broker by paying a  
21                   commission of six percent (6%) of the gross sales price of  
22                   the Residential Property upon close of escrow subject to  
23                   Bankruptcy Court approval. This commission shall be paid at  
24                   the close of escrow in cash through escrow or, if there is  
25                   no escrow, then upon transfer of the Residential Property to  
26                   buyer, all subject to Bankruptcy Court approval.
- 27                  3. **PAYMENT:** Payment of Broker commission is subject to  
28                   Bankruptcy Court approval after notice to creditors of the  
29                   Estate.
- 30                  4. **COMMISSIONABLE EVENTS:** The above commission will be due and  
31                   payable to Broker for services rendered if: (a) the  
32                   Residential Property is sold to a buyer whether by Broker,  
33                   Seller, or anyone else except those parties identified in  
34                   paragraph 16 herein during the term of this listing  
35                   agreement ("Agreement"), or any extensions thereof; (b) any  
36                   contract for sale of the Residential Property is made  
37                   directly or indirectly by Seller during the term of this  
38                   Agreement or extensions hereof; (c) within ninety (90) days  
39                   after the expiration of this Agreement or any extensions  
40                   hereof, if the Residential Property is sold or negotiations  
41                   for the sale are commenced and consummated with any prospect

1 to whom the Broker had submitted the Residential Property  
2 during the term hereof of this Agreement or any extensions  
3 hereof, provided Broker has submitted the name of such  
4 prospect in writing to Seller within ten (10) days following  
5 the expiration of this Agreement or any extensions hereof.  
Said commission also will be due and payable to Broker in  
the event any accepted purchase contract procured by Broker,  
Seller, or anyone else, except those parties identified in  
paragraph 16 herein, is overbid.

6 5. **SELLER'S DUTIES:** Seller agrees to cooperate with Broker in  
7 effecting a sale of the Residential Property and to  
immediately notify and refer all inquiries to Broker. All  
8 negotiations regarding the Residential Property are to be  
conducted by and through Broker, except for negotiations  
with Debtor and/or any insider, relative, and/or affiliate  
9 of Debtor. Seller shall use her best efforts to make the  
Residential Property available for showing at reasonable  
10 times.

11 6. **DUE DILIGENCE/MULTIPLE LISTING:** In consideration of the  
12 execution of this Agreement, Broker hereby agrees to utilize  
due diligence and Broker's best efforts in fulfilling  
Broker's obligations hereunder. Further, Broker agrees to  
13 immediately list the Residential Property with a multiple  
listing service.

14 7. **SIGNAGE:** Seller grants Broker the right to place Broker's  
15 usual signs on the Residential Property and the right to  
advertise the Residential Property at Broker's discretion,  
16 all at Broker's expense.

17 8. **AUTHORIZATION:** Each individual executing this Agreement  
hereby represents and warrants that he/she is authorized to  
execute and deliver this Agreement with the caveat that  
Seller's authorization is subject to Bankruptcy Court  
18 approval.

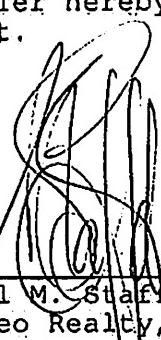
19 9. **MATERIAL FACTS:** The Seller is the chapter 7 trustee of the  
Estate and has not inspected the Residential Property.  
20 Seller makes no representations and/or warranties of any  
kind. Seller agrees to disclose all material facts,  
conditions, or status of the Residential Property, to the  
21 extent of her or her agent's actual knowledge of any such  
facts or conditions.

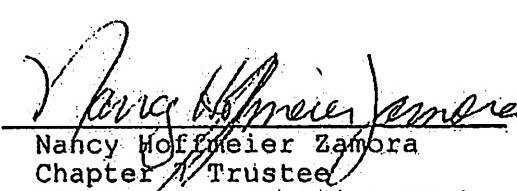
22 10. **TERMINABLE EVENTS AND RELEASE:** To the extent that liens,  
claims of co-owners, other encumbrances against the  
Residential Property, or allowed homestead exemption(s), if  
any, make this sale infeasible or unprofitable for the  
23 Estate of Debtor, the Seller may at her option, terminate  
this Agreement and cancel any proposed sale under this  
Agreement. Broker agrees to fully and completely release  
Seller.

11. **TERMINATION AND RELEASE:** This Agreement shall terminate in  
the event that the Residential Property, for any reason, is  
no longer part of the Estate and subject to the Trustee's  
administration, and Broker agrees to fully and completely  
release Seller.
12. **EXEMPTION:** Pursuant to California Civil Code section  
1102.2(b), Seller is exempt from complying with the  
requirements of Article 1.5 of the California Civil Code  
sections 1102-1102,17 relating to disclosures upon transfer  
of residential real property.
13. **JURISDICTION:** The United States Bankruptcy Court for the  
Central District of California shall have sole and exclusive  
jurisdiction over any disputes arising from this Agreement  
and shall approve the sale of the Residential Property.
14. **ATTORNEYS' FEES:** Should it become necessary to litigate in  
order to enforce or interpret any of the terms contained in  
this Agreement, the prevailing party in such action shall be  
entitled to such reasonable attorneys' fees, costs and  
expenses as may be fixed by the Bankruptcy Court.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire  
agreement between Seller and Broker and supersedes all prior  
discussions, negotiations, and agreements, whether oral or  
written. No amendment, alteration, or withdrawal of this  
Agreement shall be valid or binding unless made in writing  
and signed by both Seller and Broker. Any purported oral  
amendment, modification, or withdrawal shall be void and of  
no effect whatsoever.
16. **EXCLUSIONS:** None.
17. **MARKETING EXPENSES:** Broker shall bear all expenses relating  
to the marketing of the Residential Property.

Seller hereby acknowledges receipt of a copy of this  
agreement.

AGREED AND ACCEPTED

BY:   
Paul M. Stafford  
Rodeo Realty, Inc.

BY:   
Nancy Hoffmeier Zamora  
Chapter 7 Trustee  
Estate of Fay Abdi Sagati  
Case No. 1:14-bk-10982-MT

DATED: April 7, 2014

DATED: April 7, 2014

1                   **EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT**

2                   In consideration of the services of Rodeo Realty, Inc.  
3                   ("Broker"), Chapter 7 Trustee Nancy Hoffmeier Zamora ("Seller")  
4                   for the estate ("Estate") of Fay Abdi Sagati ("Debtor") in Case  
5                   No. 1:14-bk-10982-MT hereby hires Broker as Seller's sole and  
6                   exclusive agent, and hereby grants Broker the exclusive and  
7                   irrevocable right to sell the subject property described below  
8                   ("Rental Property"), upon the following terms and conditions, for  
9                   the period commencing April 7, 2014 and terminating at 5:00 p.m.  
10                  on October 7, 2014.

11                  PROPERTY

12                  ADDRESS: 21641 Pacific Coast Highway, Malibu, California 90265

13                  COUNTY: Los Angeles

14                  STATE: California

15                  LIST         One Million Four Hundred Ninety-Nine Thousand and  
16                  PRICE:      No/100 Dollars (\$1,499,000.00)

17                  TERMS:      Cash, subject to approval by the United States  
18                           Bankruptcy Court ("Bankruptcy Court"), notice, hearing  
19                           and overbid

20                   **TERMS AND CONDITIONS**

- 21                  1. **AS IS CONDITION:** The Rental Property is to be sold in an  
22                    "AS IS" condition without representations or warranties of  
23                    any kind.
- 24                  2. **COMMISSION:** Seller agrees to compensate Broker by paying a  
25                    commission of six percent (6%) of the gross sales price of  
26                    the Rental Property upon close of escrow subject to  
27                    Bankruptcy Court approval. This commission shall be paid at  
28                    the close of escrow in cash through escrow or, if there is  
                         no escrow, then upon transfer of the Rental Property to  
                         buyer, all subject to Bankruptcy Court approval.
- 29                  3. **PAYMENT:** Payment of Broker commission is subject to  
30                    Bankruptcy Court approval after notice to creditors of the  
31                    Estate.
- 32                  4. **COMMISSIONABLE EVENTS:** The above commission will be due and  
33                    payable to Broker for services rendered if: (a) the Rental  
34                    Property is sold to a buyer whether by Broker, Seller, or  
35                    anyone else except those parties identified in paragraph 16  
36                    herein during the term of this listing agreement  
37                    ("Agreement"), or any extensions thereof; (b) any contract  
38                    for sale of the Rental Property is made directly or  
39                    indirectly by Seller during the term of this Agreement or  
40                    extensions hereof; (c) within ninety (90) days after the  
41                    expiration of this Agreement or any extensions hereof, if  
42                    the Rental Property is sold or negotiations for the sale are

commenced and consummated with any prospect to whom the Broker had submitted the Rental Property during the term hereof of this Agreement or any extensions hereof, provided Broker has submitted the name of such prospect in writing to Seller within ten (10) days following the expiration of this Agreement or any extensions hereof. Said commission also will be due and payable to Broker in the event any accepted purchase contract procured by Broker, Seller, or anyone else, except those parties identified in paragraph 16 herein, is overbid.

5. **SELLER'S DUTIES:** Seller agrees to cooperate with Broker in effecting a sale of the Rental Property and to immediately notify and refer all inquiries to Broker. All negotiations regarding the Rental Property are to be conducted by and through Broker, except for negotiations with Debtor and/or any insider, relative, and/or affiliate of Debtor. Seller shall use her best efforts to make the Rental Property available for showing at reasonable times.
  6. **DUE DILIGENCE/MULTIPLE LISTING:** In consideration of the execution of this Agreement, Broker hereby agrees to utilize due diligence and Broker's best efforts in fulfilling Broker's obligations hereunder. Further, Broker agrees to immediately list the Rental Property with a multiple listing service.
  7. **SIGNAGE:** Seller grants Broker the right to place Broker's usual signs on the Rental Property and the right to advertise the Rental Property at Broker's discretion, all at Broker's expense.
  8. **AUTHORIZATION:** Each individual executing this Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Agreement with the caveat that Seller's authorization is subject to Bankruptcy Court approval.
  9. **MATERIAL FACTS:** The Seller is the chapter 7 trustee of the Estate and has not inspected the Rental Property. Seller makes no representations and/or warranties of any kind. Seller agrees to disclose all material facts, conditions, or status of the Rental Property, to the extent of her or her agent's actual knowledge of any such facts or conditions.
  10. **TERMINABLE EVENTS AND RELEASE:** To the extent that liens, claims of co-owners, other encumbrances against the Rental Property, or allowed homestead exemption(s), if any, make this sale infeasible or unprofitable for the Estate of Debtor, the Seller may at her option, terminate this Agreement and cancel any proposed sale under this Agreement. Broker agrees to fully and completely release Seller.
  11. **TERMINATION AND RELEASE:** This Agreement shall terminate in the event that the Rental Property, for any reason, is no longer part of the Estate and subject to the Trustee's

1 administration, and Broker agrees to fully and completely  
2 release Seller.

3 12. **EXEMPTION:** Pursuant to California Civil Code section  
4 1102.2(b), Seller is exempt from complying with the  
5 requirements of Article 1.5 of the California Civil Code  
6 sections 1102-1102.17 relating to disclosures upon transfer  
7 of residential real property.

8 13. **JURISDICTION:** The United States Bankruptcy Court for the  
9 Central District of California shall have sole and exclusive  
10 jurisdiction over any disputes arising from this Agreement  
11 and shall approve the sale of the Rental Property.

12 14. **ATTORNEYS' FEES:** Should it become necessary to litigate in  
13 order to enforce or interpret any of the terms contained in  
14 this Agreement, the prevailing party in such action shall be  
15 entitled to such reasonable attorneys' fees, costs and  
16 expenses as may be fixed by the Bankruptcy Court.

17 15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire  
18 agreement between Seller and Broker and supersedes all prior  
19 discussions, negotiations, and agreements, whether oral or  
20 written. No amendment, alteration, or withdrawal of this  
21 Agreement shall be valid or binding unless made in writing  
22 and signed by both Seller and Broker. Any purported oral  
23 amendment, modification, or withdrawal shall be void and of  
24 no effect whatsoever.

25 16. **EXCLUSIONS:** None.

26 17. **MARKETING EXPENSES:** Broker shall bear all expenses relating  
27 to the marketing of the Rental Property.

28 Seller hereby acknowledges receipt of a copy of this  
agreement.

19 **AGREED AND ACCEPTED**

20 BY:

21 Paul M. Stafford  
22 Rodeo Realty, Inc.

23 BY:

24 Nancy Hoffmeier Zamora  
Chapter 7 Trustee  
Estate of Fay Abdi Sagati  
Case No. 1:14-bk-10982-MT

25 DATED: April 7, 2014

26 DATED: April 7, 2014

**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT**

2 In consideration of the services of Rodeo Realty, Inc.  
3 ("Broker"), Chapter 7 Trustee Nancy Hoffmeier Zamora ("Seller")  
4 for the estate ("Estate") of Fay Abdi Sagati ("Debtor") in Case  
No. 1:14-bk-10982-MT hereby hires Broker as Seller's sole and  
exclusive agent, and hereby grants Broker the exclusive and  
irrevocable right to sell the subject property described below  
("Vacant Land"), upon the following terms and conditions, for the  
period commencing April 7, 2014 and terminating at 5:00 p.m. on  
October 7, 2014.

7 PROPERTY IDENTIFICATION: Los Angeles County Assessor's Parcel  
8 Number 4452-024-002 in Malibu, California  
9  
10 COUNTY: Los Angeles  
11 STATE: California  
12 LIST PRICE: Two Hundred Ninety-Nine Thousand and No/100  
13 Dollars (\$299,000.00)  
14  
15 TERMS: Cash, subject to approval by the United  
16 States Bankruptcy Court ("Bankruptcy Court"),  
17 notice, hearing and overbid

## **TERMS AND CONDITIONS**

- 15 1. **AS IS CONDITION:** The Vacant Land is to be sold in an "AS  
16 IS" condition without representations or warranties of any  
kind.

17 2. **COMMISSION:** Seller agrees to compensate Broker by paying a  
18 commission of ten percent (10%) of the gross sales price of  
the Vacant Land upon close of escrow subject to Bankruptcy  
Court approval. This commission shall be paid at the close  
19 of escrow in cash through escrow or, if there is no escrow,  
then upon transfer of the Vacant Land to buyer, all subject  
20 to Bankruptcy Court approval.

21 3. **PAYMENT:** Payment of Broker commission is subject to  
22 Bankruptcy Court approval after notice to creditors of the  
Estate.

23 4. **COMMISSIONABLE EVENTS:** The above commission will be due and  
24 payable to Broker for services rendered if: (a) the Vacant  
Land is sold to a buyer whether by Broker, Seller, or anyone  
else except those parties identified in paragraph 16 herein  
25 during the term of this listing agreement ("Agreement"), or  
any extensions thereof; (b) any contract for sale of the  
Vacant Land is made directly or indirectly by Seller during  
26 the term of this Agreement or extensions hereof; (c) within  
ninety (90) days after the expiration of this Agreement or  
27 any extensions hereof, if the Vacant Land is sold or  
negotiations for the sale are commenced and consummated with  
28 any prospect to whom the Broker had submitted the Vacant

1 Land during the term hereof of this Agreement or any  
2 extensions hereof, provided Broker has submitted the name of  
3 such prospect in writing to Seller within ten (10) days  
4 following the expiration of this Agreement or any extensions  
hereof. Said commission also will be due and payable to  
Broker in the event any accepted purchase contract procured  
by Broker, Seller, or anyone else, except those parties  
identified in paragraph 16 herein, is overbid.

5 **SELLER'S DUTIES:** Seller agrees to cooperate with Broker in  
6 effecting a sale of the Vacant Land and to immediately  
7 notify and refer all inquiries to Broker. All negotiations  
8 regarding the Vacant Land are to be conducted by and through  
Broker, except for negotiations with Debtor and/or any  
insider, relative, and/or affiliate of Debtor. Seller shall  
use her best efforts to make the Vacant Land available for  
showing at reasonable times.

10 **DUE DILIGENCE/MULTIPLE LISTING:** In consideration of the  
11 execution of this Agreement, Broker hereby agrees to utilize  
12 due diligence and Broker's best efforts in fulfilling  
Broker's obligations hereunder. Further, Broker agrees to  
immediately list the Vacant Land with a multiple listing  
service.

13 **SIGNAGE:** Seller grants Broker the right to place Broker's  
14 usual signs on the Vacant Land and the right to advertise  
the Vacant Land at Broker's discretion, all at Broker's  
15 expense.

16 **AUTHORIZATION:** Each individual executing this Agreement  
17 hereby represents and warrants that he/she is authorized to  
execute and deliver this Agreement with the caveat that  
Seller's authorization is subject to Bankruptcy Court  
18 approval.

19 **MATERIAL FACTS:** The Seller is the chapter 7 trustee of the  
20 Estate and has not inspected the Vacant Land. Seller makes  
no representations and/or warranties of any kind. Seller  
21 agrees to disclose all material facts, conditions, or status  
of the Vacant Land, to the extent of her or her agent's  
actual knowledge of any such facts or conditions.

22 **TERMINABLE EVENTS AND RELEASE:** To the extent that liens,  
23 claims of co-owners, other encumbrances against the Vacant  
Land, or allowed homestead exemption(s), if any, make this  
sale infeasible or unprofitable for the Estate of Debtor,  
24 the Seller may at her option, terminate this Agreement and  
cancel any proposed sale under this Agreement. Broker  
25 agrees to fully and completely release Seller.

26 **TERMINATION AND RELEASE:** This Agreement shall terminate in  
27 the event that the Vacant Land, for any reason, is no longer  
part of the Estate and subject to the Trustee's  
28 administration, and Broker agrees to fully and completely  
release Seller.

- 1      12. **EXEMPTION:** Pursuant to California Civil Code section  
2      1102.2(b), Seller is exempt from complying with the  
3      requirements of Article 1.5 of the California Civil Code  
4      sections 1102-1102.17 relating to disclosures upon transfer  
5      of residential real property.
  - 6      13. **JURISDICTION:** The United States Bankruptcy Court for the  
7      Central District of California shall have sole and exclusive  
8      jurisdiction over any disputes arising from this Agreement  
9      and shall approve the sale of the Vacant Land.
  - 10     14. **ATTORNEYS' FEES:** Should it become necessary to litigate in  
11     order to enforce or interpret any of the terms contained in  
12     this Agreement, the prevailing party in such action shall be  
13     entitled to such reasonable attorneys' fees, costs and  
14     expenses as may be fixed by the Bankruptcy Court.
  - 15     15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire  
16     agreement between Seller and Broker and supersedes all prior  
17     discussions, negotiations, and agreements, whether oral or  
18     written. No amendment, alteration, or withdrawal of this  
19     Agreement shall be valid or binding unless made in writing  
20     and signed by both Seller and Broker. Any purported oral  
21     amendment, modification, or withdrawal shall be void and of  
22     no effect whatsoever.
  - 23     16. **EXCLUSIONS:** None.
  - 24     17. **MARKETING EXPENSES:** Broker shall bear all expenses relating  
25     to the marketing of the Vacant Land.

Seller hereby acknowledges receipt of a copy of this agreement.)

**AGREED AND ACCEPTED**

BY: Paul M. Stafford  
Rodeo Realty, Inc.

BY: Nancy Hoffmier Zamora  
Nancy Hoffmier Zamora  
Chapter 7 Trustee  
Estate of Fay Abdi Sagati  
Case No. 1:14-bk-10982-MT

DATED: April 7, 2014

DATED: April 7, 2014

# **EXHIBIT D**

1 NANCY HOFFMEIER ZAMORA (State Bar No. 137326)  
2 U.S. Bank Tower  
3 633 West 5th Street, Suite 2600  
Los Angeles, California 90071  
(213) 488-9411 FAX: (213) 488-9418  
e-mail: zamora3@aol.com  
4  
5 Chapter 7 Trustee

6  
7 UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
8 SAN FERNANDO VALLEY DIVISION  
9

10 In re ) Case No. 1:14-bk-10982-MT  
11 FAY ABDI SAGATI, )  
12 Debtor. ) Chapter 7  
13 ) NOTICE OF APPLICATION BY  
14 ) NANCY HOFFMEIER ZAMORA,  
15 ) CHAPTER 7 TRUSTEE, FOR  
16 ) APPROVAL TO EMPLOY RODEO  
REALTY, INC. AS REAL  
ESTATE BROKER  
[No Hearing Required]  
)

17 PLEASE TAKE NOTICE that Nancy Hoffmeier Zamora, Chapter 7  
18 Trustee ("Trustee") herein, is submitting to the Office of the  
19 United States Trustee and filing with the United States  
20 Bankruptcy Court an application (the "Application") to employ  
21 Rodeo Realty, Inc. ("Broker") as real estate broker. Broker is  
22 being employed to sell certain residential real property,  
23 commonly known as 7044 Dume Drive, Malibu, California 90265 (the  
24 "Residential Property") and 21641 Pacific Coast Highway, Malibu,  
25 California 90265 (the "Rental Property"), and certain undeveloped  
26 real property identified as Los Angeles County Assessor's Parcel  
27 Number 4452-024-002 and located in Malibu, California (the  
28 "Vacant Land").

After approval by the Court on proper application, Broker is to be paid a commission on the gross sales price of the Residential Property and the Rental Property, each calculated on the basis of six percent (6%) of the gross sales price from the proceeds of sale of the Residential Property and the Rental Property, respectively, and calculated on the basis of ten percent (10%) of the gross sales price from the proceeds of sale of the Vacant Land.

PLEASE TAKE FURTHER NOTICE that you can obtain a copy of  
the Application by contacting Cynthia Casas at the following  
address:

Nancy Hoffmeier Zamora, Esq.  
Chapter 7 Trustee  
U.S. Bank Tower  
633 West 5th Street, Suite 2600  
Los Angeles California 90071  
Telephone: (213) 488-9411  
Facsimile: (213) 488-9418

PLEASE TAKE FURTHER NOTICE that any response to the Application and a request for hearing thereon must conform to the requirements of Local Rules of Bankruptcy Procedure 9013-1(o)(1) and 9013-1(f)(1) and pursuant to Local Rule of Bankruptcy Procedure 2014-1(b)(3) must be filed with the Court and served upon Nancy Hoffmeier Zamora, Esq., Chapter 7 Trustee, U.S. Bank Tower, 633 West 5th Street, Suite 2600, Los Angeles, California 90071, and the Office of the United States Trustee no later than fourteen (14) days from the date of service of this notice.

Dated: April 7, 2014

Nancy Hoffmeier Zamora  
Nancy Hoffmeier Zamora  
Chapter Trustee

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

U.S. Bank Tower, 633 West 5<sup>th</sup> Street, Suite 2600, Los Angeles, CA 9007

A true and correct copy of the foregoing document entitled (specify):

**NOTICE OF APPLICATION BY NANCY HOFFMEIER ZAMORA, CHAPTER 7 TRUSTEE, FOR APPROVAL TO  
EMPLOY RODEO REALTY, INC. AS REAL ESTATE BROKER**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On April 7, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

United States Trustee: United States Trustee (SV), ustpregion16.wh.ecf@usdoj.gov

Trustee: Nancy Zamora, zamora3@aol.com, nzamora@ecf.epiqsystems.com

Debtor's Counsel: Eric Bensamochan, eric@bnpllp.com

Creditors' Counsel: Marc Andrews, Sandra.g.mcmasters@wellsfargo.com; John D. Schlotter, efcmail@aclawllp.com

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On April 7, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor: Fay A. Sagati, 7044 Dume Drive, Malibu, CA 90265

Trustee's CPA: Samuel R. Biggs, CPA, Biggs & Co., 3250 Ocean Park Boulevard, Suite 350, Santa Monica, CA 90405

Trustee's Broker: Behnaz Tavakoli, Rodeo Realty, Inc., 23901 Calabasas Road, Suite 1050 Calabasas, CA 91302

U.S Trustee: Kate Bunker, Esq., Office of the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on April 7, 2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

|               |               |                   |
|---------------|---------------|-------------------|
| April 7, 2014 | Cynthia Casas | /s/ Cynthia Casas |
| Date          | Printed Name  | Signature         |

Supplemental Service List for Notice

American Express  
P.O. Box 3001  
16 General Warren Blvd  
Malvern, PA 19355

Bank Of America  
Attn: Bankruptcy NC4-105-0314  
P.O. Box 26012  
Greensboro, NC 27410

Chase  
P.O. Box 24696  
Columbus, OH 43224

Chase Bank  
P.O. Box 201347  
Arlington, TX 76006

Citibank USA  
Citicorp Credit Services/Attn:Centralize  
P.O. Box 20507  
Kansas City, MO 64195

Discover Fin Svcs LLC  
P.O. Box 15316  
Wilmington, DE 19850

Fst Nat Coll  
610 Waltham Way  
Sparks, NV 89434

JPMorgan Chase Bank, N.A.  
c/o Five Lakes Agency, Inc.  
P.O. Box 80730  
Rochester, MI 48308-0730

Pennymac Loan Services  
Attn: Bankruptcy  
P.O. Box 514357  
Los Angeles, CA 90051

Erik D. Margerum  
Annestasia, Kendrick and Olivia Rivard  
21641 Pacific Coast Highway  
Malibu, CA 90265

Joseph Sagati  
7044 Dume Drive  
Malibu, CA 90265

Safeco Insurance  
c/o Jonathan J. Dunn, Esq.  
Salamird, Morrow, Tipane & Dunn P.C.  
19200 Von Karman Ave., Suite 400  
Irvine, CA 92612

Colonial Pacific Leasing Corp.  
c/o Jennifer Witherell Crastz, Esq.  
Hemar, Rousso & Heald, LLP  
15910 Ventura Blvd., 12<sup>th</sup> Floor  
Encino, CA 91436

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

U.S. Bank Tower, 633 West 5<sup>th</sup> Street, Suite 2600, Los Angeles, CA 9007

A true and correct copy of the foregoing document entitled (specify):

### APPLICATION BY NANCY HOFFMEIER ZAMORA, CHAPTER 7 TRUSTEE, FOR APPROVAL TO EMPLOY RODEO REALTY, INC. AS REAL ESTATE BROKER; DECLARATION OF DISINTERESTEDNESS

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On April 7, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

United States Trustee: United States Trustee (SV), ustpregion16.wh.ecf@usdoj.gov

Trustee: Nancy Zamora, zamora3@aol.com, nzamora@ecf.epiqsystems.com

Debtor's Counsel: Eric Bensamochan, eric@bnpllp.com

Creditors' Counsel: Marc Andrews, Sandra.g.mcmasters@wellsfargo.com; John D. Schlotter, efcmail@aclawllp.com

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On April 7, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor: Fay A. Sagati, 7044 Dume Drive, Malibu, CA 90265

Trustee's CPA: Samuel R. Biggs, CPA, Biggs & Co., 3250 Ocean Park Boulevard, Suite 350, Santa Monica, CA 90405

Trustee's Broker: Behnaz Tavakoli, Rodeo Realty, Inc., 23901 Calabasas Road, Suite 1050 Calabasas, CA 91302

U.S Trustee: Kate Bunker, Esq., Office of the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served)**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on April 7, 2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

|                       |                               |                                |
|-----------------------|-------------------------------|--------------------------------|
| April 7, 2014<br>Date | Cynthia Casas<br>Printed Name | /s/ Cynthia Casas<br>Signature |
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